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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/029,464	12/20/2001	Igor Best-Devereux	15249.1.2	5466

7590 05/30/2007

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ART UNIT	**PAPER NUMBER**
3626	

MAIL DATE	DELIVERY MODE
05/30/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/029,464	BEST-DEVEREUX, IGOR	
	Examiner	Art Unit	
	Robert D. Rines	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *16 February 2007*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-12 and 22-51* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-12 and 22-51* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

[1] A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 16 February 2007 has been entered.

Notice to Applicant

[2] This communication is in response to the Amendment/Request for Continued Examination (RCE) filed 16 February 2007. It is noted that this application benefits from Provisional Patent Application Serial No. 60/257,500 filed 21 December 2000 and Provisional Patent Application Serial No. 60/324,784 filed 25 September 2001. Claims 13-21 have been cancelled. Claims 1, 22, and 37-40 have been amended. Claims 48-51 have been added. Claims 1-12 and 22-51 are pending.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

[3] Examiner's previous rejection of claims 38 and 39 under 35 U.S.C. 112, second paragraph, set forth in the Office Action mailed 17 November 2006 are hereby withdrawn.

[4] Claims 7 and 8 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 7 and 8 of the present case recite limitations directed to negotiations with "multiple assumers". However, independent claim 1 does not require the participation of multiple assumers but rather indicates as an alternative that information is sent to "one or more assumers". Therefore, claims 7 and 8 are rejected under 35 U.S.C. 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicant regards as the invention.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-12, 22-47, and 49-51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Klaus (United States Patent #7,080,020) in view of Sweeney et al. (United States Patent Application Publication #2002/0032646).

As per (currently amended) claim 1, Klaus teaches in a host system that exists within a network that includes the host system interposed between a cedent and one or more assumers, wherein a negotiation for reinsurance of a risk is conducted through various stages of negotiation between the cedent and the one or more assumers (Klaus; col. 3, lines 36-47 and col. 5, lines 59-67 and col. 6, lines 1-3), a method for the host system facilitating the negotiation for reinsurance of a risk, comprising: the host system receiving a submission of a risk for reinsurance from a cedent, the submission including a risk record describing the origin of the risk for which reinsurance is being sought, the risk record constructed from cedent collected information entered by the cedent into the system based on the cedent's association with the risk (Klaus; col. 6, lines 24-33, col. 6, lines 56-67, and col.7, lines 1-9); the host system conveying the submission to selected assumers of reinsurance risks (Klaus; col. 6, lines 56-67 and col. 7, lines 1-9); the host system receiving one or more responses to the submission from selected assumers to whom the submission was conveyed, the received responses indicative of one or more assumers that are interested in negotiating for reinsurance of the risk (Klaus; col.6, lines 34-55); the host system conveying the received responses to the cedent (Klaus; col. 7, lines 45-67 and col. 8, lines 1-16); the host system receiving at least one negotiation reply from the cedent in response to the conveyed responses from the selected assumers (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11); and the host system storing the submission, the one or more responses and the at least one additional negotiation at the host system (Klaus; col. 10, lines 43-67 and col. 11, lines 21-43); and the host system concluding the negotiation such that the risk is either bound or the negotiation is terminated without binding the risk (Klaus; col. 10, lines 12-19).

While Klaus discloses an interface that displays "Proposals" for reinsurance and Klaus additionally provides an interface that displays inforce Agreements (Klaus; col. 10, lines 32-37), Klaus fails to teach a interface or page that displays a summary of transactions/negotiations/communications regarding any one proposal for reinsurance.

However, Sweeney et al. disclose electronic auction/marketplace for reinsurance services that provides employs a host system providing an interface for viewing a negotiation history that includes the stored submission, the one or more responses and the at least one additional negotiation that are exchanged during the various stages of the negotiation and that are stored at the host system (Sweeney et al.; paragraphs [0071][0074]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have combined the teachings of Klaus with those of Sweeney et al. Such combination would have provided a network-based marketplace that enables a risk carrier (i.e., assumer) to identify cedents having classes of insurance or risks for which the risk carrier is willing to assume a portion of the risk. Further such a system-enabled method would have enabled to develop and submit proposals for reinsurance to select cedents for the purpose of developing reinsurance contracts (Klaus; col. 3, lines 37-47). Further, such a system-enabled method would have utilized well known e-commerce/auctioning features such as a trade history report for a specific detail that compiles and displays all trade-related communications (Sweeney et al.; paragraphs [0071] [0074]). The motivation to combine the teachings would have been to enable dynamic interaction

between buyers and sellers thereby enabling efficient decisions to be made concerning reinsurance products (Sweeney et al.; paragraph [0003]).

As per claim 2, Klaus fails to teach additional rounds of interaction between the cedent and assumer.

However, Sweeney et al. disclose an e-commerce/transactions environment that enables multiple rounds of communications/responses (Sweeney et al.; paragraphs [0068]-[0070]).

As per claim 3, Sweeney et al. teach a method further comprising allowing additional replies from the cedent to one or more assumers necessary to continue or conclude the negotiation with each assumer (Sweeney et al.; paragraphs [0068]-[0070]).

As per claim 4, Sweeney et al. teach a method further comprising monitoring the stages of the negotiation including the submission, the responses from the one or more assumers, and the replies from the cedent (Sweeney et al.; paragraphs [0068]-[0070] and [0074]).

As per claim 5, Sweeney et al. teach a method further comprising providing an interface for viewing the stages of the negotiation and allowing input of the submission, responses, and replies (Sweeney et al.; paragraphs [0068]-[0070] and [0074]).

As per claim 6, Klaus teaches a method wherein the additional replies from the cedent comprises

tailored replies responsive to one or more responses from one or more assumers (Klaus; col. 9, lines 42-65).

NOTE: Klaus is directed to interaction between a cedent and single assumer. Accordingly, all replies from the cedent are tailored to responses from an assumer.

As per claim 7, Klaus teaches a method wherein the tailored reply provided to one assumer is isolated from tailored reply provided to another assumer such that one cedent can privately conduct multiple unique threads of negotiation with multiple assumers so as to isolate negotiations with different assumers from one another (Klaus; col. 9, lines 42-65 *see Examiner's Note claim 6).

As per claim 8, Klaus teaches a method wherein the reply provided to one assumer is not isolated from tailored reply provided to another assumer such that one cedent can conduct a negotiation with multiple assumers simultaneously to build consensus and obtained reinsurance capacity by syndication between multiple assumers (Klaus; col. 9, lines 42-65 *see Examiner's Note claim 6).

As per claim 9, Klaus teaches a method wherein concluding a negotiation comprises binding reinsurance of the risk submitted by the cedent (Klaus; col. 10, lines 12-31).

As per claim 10, Klaus teaches a method wherein upon binding reinsurance of a risk the assumer

offers the risk to one or more assumers of reinsurance risk in a reinsurance market subject to the terms of the agreement with the cedent (Klaus; col. 10, lines 12-31)

NOTE: Klaus teaches a reinsurance system that enables a party (i.e., cedent) seeking reinsurance to submit a profile/portfolio for consideration to a reinsurer/assumer. Examiner interprets the above noted teachings of Klaus to indicate that any bearer of an insurance portfolio, whether obtained thorough reinsurance or primary insurance, could utilize the disclosed invention to develop a reinsurance contract.

As per claim 11, Klaus teaches a method wherein the act of conveying a submission to one or more potential assumers of reinsurance risk comprises conveying the submission to all of the potential assumers identified by the cedent as assumers to whom conveyance of the submission is required (Klaus; col. 6, lines 24-33 *see Examiner's Note claim 6).

As per claim 12, Klaus teaches a method wherein the act of conveying a submission to one or more assumers of reinsurance risk comprises conveying the submission to one or more of the assumers identified by the cedent as assumers to whom conveyance of the submission is permitted (Klaus; col. 6, lines 24-33 *see Examiner's Note claim 6).

Regarding claims 2-12, the obviousness and motivation to combine as discussed with regard to claim 1 above are applicable to claims 2-12 and are herein incorporated by reference.

Claims 13-21 have been cancelled.

As per (currently amended) claim 22, Klaus discloses in a cedent system that exists within a network system that includes a host system interposed between the cedent and one or more assumers, wherein a negotiation for reinsurance of a risk is conducted through various stages of negotiation between the cedent and the one or more assumers (Klaus; col. 3, lines 37-47 and col. 6, lines 4-11), a method for the cedent system monitoring negotiations for reinsurance of a risk, comprising the acts of: the cedent system submitting information for reinsurance of a risk, the information for reinsurance of the risk including a risk record describing the origin of the risk for which reinsurance is being sought, the risk record constructed from cedent collected information entered by a cedent into the cedent system based on the cedent's association with the risk (Klaus; col. 6, lines 24-33 and col. 6, lines 56-64); the cedent system receiving one or more responses to the submission from one or more of the potential assumers to whom the submission was conveyed, the received responses indicative of one or more assumers that are interested in negotiating for reinsurance of the risk, wherein each response comprises one or an offer, counteroffer, a quote, a plurality of alternative quotes, a refusal to quote, or an acceptance of a request to bind (Klaus; col. 7, lines 45-67 and col. 8, lines 1-16); the cedent system submitting at least one negotiation reply to the response from one or more of the potential assumers (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11); the cedent system allowing additional responses and submitting additional replies necessary to continue or conclude the negotiation (Klaus; col. 9, lines 57-67 and col. 10, lines 1-11); and the cedent system monitoring the information and replies submitted and the responses received (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

While Klaus discloses an interface that displays "Proposals" for reinsurance and Klaus additionally provides an interface that displays inforce Agreements (Klaus; col. 10, lines 32-37), Klaus fails to teach a interface or page that displays a summary of transactions/negotiations/communications regarding any one proposal for reinsurance.

However, Sweeney et al. disclose electronic auction/marketplace for reinsurance services that includes the cedent system receiving access to an interface for viewing a stored negotiation history that includes the submitted information, the one or more responses and at least one negotiation reply (Sweeney et al.; paragraphs [0071][0074]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have combined the teachings of Klaus with those of Sweeney et al. Such combination would have provided a network-based marketplace that enables a risk carrier (i.e., assumer) to identify cedents having classes of insurance or risks for which the risk carrier is willing to assume a portion of the risk. Further such a system-enabled method would have enabled to develop and submit proposals for reinsurance to select cedents for the purpose of developing reinsurance contracts (Klaus; col. 3, lines 37-47). Further, such a system-enabled method would have utilized well known e-commerce/auctioning features such as a trade history report for a specific detail that compiles and displays all trade-related communications (Sweeney et al.; paragraphs [0071] [0074]). The motivation to combine the teachings would have been to enable dynamic interaction

between buyers and sellers thereby enabling efficient decisions to be made concerning reinsurance products (Sweeney et al.; paragraph [0003]).

As per claim 23, Klaus teaches a method wherein the act of submitting information for reinsurance of a risk further comprises the act of classifying policy information of the risk to be reinsured (Klaus; 8, lines 23-32).

As per claim 24, Klaus teaches a method wherein the act of classifying policy information further comprises the act of selecting a policy class (Klaus; 8, lines 23-32).

As per claim 25, Klaus teaches a method wherein the act of classifying the policy information further comprises the act of selecting a policy type (Klaus; 8, lines 23-32).

As per claim 26, Klaus teaches a method wherein the act of classifying the policy information further comprises selecting a template for inputting policy information (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

Claim 27 reiterates limitations set forth in preceding claims 23-26 and is therefore rejected for the same reasons given for those claims.

As per claim 28, Klaus teaches a method wherein the act of submitting information for reinsurance of a risk further comprises the act of classifying reinsurance being sought (Klaus;

col. 6, lines 24-34 and col. 8, lines 23-32).

As per claim 29, Klaus teaches a method wherein the act of classifying reinsurance being sought comprises selecting a reinsurance type (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

As per claim 30, Klaus teaches a method wherein the act of classifying reinsurance being sought further comprises selecting perils for which reinsurance is sought (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

As per claim 31, Klaus teaches a method wherein the act of classifying reinsurance being sought further comprises selecting a currency for the reinsurance being sought (Klaus; col. 11, lines 59-67).

Claim 32 reiterates limitations set forth in claims 28-31 and is therefore rejected for the same reasons given for those claims.

As per claim 33, Klaus teaches a method wherein the act of submitting information for reinsurance of a risk includes inputting policy information of the insurance policy for which reinsurance is being sought (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

As per claim 34, Klaus teaches a method wherein the act of submitting information for

reinsurance of a risk includes inputting underwriting information for the policy for which reinsurance is being sought (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

As per claim 35, Klaus teaches a method wherein the act of submitting information for reinsurance of a risk includes inputting preferred terms of reinsurance being requested (Klaus; col. 6, lines 24-34, col. 8, lines 23-32, and col. 9, lines 42-65).

As per claim 36, Klaus teaches a method wherein the act of submitting information for reinsurance of a risk further comprises attaching a file to the risk information to be submitted (Klaus; col. 6, lines 24-34 and col. 8, lines 23-32).

Regarding claims 23-36, the obviousness and motivation to combine as discussed with regard to claim 22 above are applicable to claims 23-36 and are herein incorporated by reference.

As per (currently amended) claim 37, Klaus teaches in an assumer system that exists within a network system that includes a host system interposed between a cedent and the assumer system, wherein a negotiation for reinsurance of a risk is conducted through various stages of negotiation between the cedent and the assumer system (Klaus; col. 3, lines 37-47, col. 5, lines 59-67 and col. 7, lines 1-3), a method for the assumer system monitoring negotiations for reinsurance of a risk, comprising the acts of: the assumer system receiving a submission for a risk of reinsurance from a cedent, the submission including a risk record describing the origin of the risk for which resinsurance is being sought, the risk record constructed from cedent collected information

entered by a cedent based on the cedent's association with the risk (Klaus; col. 6, lines 24-33 and col. 6, lines 56-62); the assumer system providing a response to the submission from the cedent wherein the response comprises one of an offer, a counteroffer, a quote, a plurality of alternative quotes, a refusal to quote, a request for additional information, or an acceptance of a request to bind, the response indicative of an interest in negotiating for or concluding reinsurance of the risk (Klaus; col. 6, lines 34-46 and col. 7, lines 6-32); the assumer system receiving the submission of at least one negotiation reply from the cedent (Klaus; col. 9, lines 65-67 and col. 10, lines 1-11); the assumer system providing additional response and allowing additional replies necessary to continue or conclude the negotiation (Klaus; col. 10, lines 1-19); and the assumer system monitoring the information exchanged during the various stages of the negotiation, wherein the information exchanged includes submissions of risks received, submission of replies received, and responses provides to the submissions during negotiations for reinsurance of a risk (Klaus; col. 6, lines 34-47, col. 7, lines 6-44).

NOTE: Regarding Applicant's claimed "monitoring" features, in the above applied teachings Klaus discloses a risk carrier system that receives a cedent(s) insurance portfolio information, analyzes the portfolio, and assembles proposal for reinsuring the portfolio, submits the proposal to the system for presentation to the cedent(s). Examiner submits that the above not teachings constitute "monitoring" at least insofar as presently claimed by Applicant.

While Klaus discloses an interface that displays "Proposals" for reinsurance and Klaus additionally provides an interface that displays inforce Agreements (Klaus; col. 10, lines 32-37),

Klaus fails to teach a interface or page that displays a summary of transactions/negotiations/communications regarding any one proposal for reinsurance.

However, Sweeney et al. disclose electronic auction/marketplace for reinsurance services that includes the assumer system receiving access to an interface for facilitating the negotiation, the interface providing access to a stored negotiation history, including information exchanged during the various stages of the negotiation and that includes at least the submission for a risk, the response to the submission and the at least one negotiation reply (Sweeney et al.; paragraphs [0071][0074]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have combined the teachings of Klaus with those of Sweeney et al. Such combination would have provided a network-based marketplace that enables a risk carrier (i.e., assumer) to identify cedents having classes of insurance or risks for which the risk carrier is willing to assume a portion of the risk. Further such a system-enabled method would have enabled to develop and submit proposals for reinsurance to select cedents for the purpose of developing reinsurance contracts (Klaus; col. 3, lines 37-47). Further, such a system-enabled method would have utilized well known e-commerce/auctioning features such as a trade history report for a specific detail that compiles and displays all trade-related communications (Sweeney et al.; paragraphs [0071] [0074]). The motivation to combine the teachings would have been to enable dynamic interaction between buyers and sellers thereby enabling efficient decisions to be made concerning reinsurance products (Sweeney et al.; paragraph [0003]).

As per (currently amended) claim 38, Klaus teaches a method further comprising the act of the assumer system submitting an endorsement to the cedent to request an alteration of the terms agreed upon by the parties during the negotiation (Klaus; col. 9, lines 28-65).

NOTE: Klaus refers to a proposal details page through which changes to the submission can be entered. Examiner considers this an equivalent of Applicant's request for alteration.

As per (currently amended) claim 39, Klaus teaches a method further comprising the act of the assumer system receiving from the cedent a reply to the submission of the endorsement wherein the reply comprises either an acceptance or a rejection of the altered terms of the agreement (Klaus: col. 10, lines 1-20).

Regarding claims 38 and 39, the obviousness and motivation to combine as discussed with regard to claim 37 above are applicable to claims 38 and 39 and are herein incorporated by reference.

As per (currently amended) claim 40, Klaus teaches a computer program product for implementing in a network system that includes a cedent and one or more assumers and also includes a processing device for receiving and conveying data, a method for facilitating negotiations for reinsurance of a risk, the computer program product comprising: a computer-

readable medium carrying computer-executable instructions for implementing the method recited in claim 1 (Klaus; col. 3, lines 37-47).

As per claim 41, Klaus teaches a method further comprising the act of requiring the cedent to take action with respect to a group of responses related to a given submission before continuing or concluding the negotiation (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

As per claim 42, Klaus teaches a method wherein the act of requiring the cedent to take action with respect to a group of responses comprises requiring a cedent to decline all outstanding offers before binding a risk (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

NOTE: Regarding claims 41 and 43, Klaus is directed to proposals from a single assumer as is required by independent claims 1 and 40 as currently constructed. Accordingly, other offers are, by default declined and the "group" of responses are inherently acted upon by the cedent acting on the sole proposal.

As per claim 43, Klaus teaches a method further comprising the act of maintaining a file for holding a cedent's unassumed submissions and assumed reinsurance risks wherein the file permits the cedent to access information related to the unassumed submissions and the assumed reinsurance risks (Klaus; col. 10, lines 32-37).

As per claim 44, Klaus disclose a method wherein concluding the negotiation such that the risk is either bound or the negotiation is terminated without binding the risk comprises iteratively changing the state of the negotiation between the cedent and the assumer interested in negotiating for reinsurance of the risk based on the content of further responses and replies as the further responses and replies are exchanged (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

As per claim 45, Klaus disclose a method wherein receiving one or more responses to the submission from selected assumers to whom the submission was conveyed reinsurance of the risk comprises receiving a response from an assumer that requests additional information from the cedent and wherein conveying the received responses to the cedent comprises conveying the request for additional information to the cedent (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

As per claim 46, Klaus disclose a method wherein receiving a reply from the cedent for a received response from an assumer interested in negotiating for reinsurance of the risk comprises an act of receiving a request from the cedent, the request requesting more information from the assumer interested in negotiating for reinsurance of the risk (Klaus; col. 9, lines 42-67 and col. 10, lines 1-11).

As per claim 47, Klaus fails to disclose counteroffers.

However, Sweeney et al. disclose multiple rounds or successive offers and counteroffers (Sweeney et al.; paragraphs [0071] [0074]).

Regarding claims 40-47, the obviousness and motivation to combine as discussed with regard to claim 1 above are applicable to claims 40-47 and are herein incorporated by reference.

As per (newly added) claim 49, Sweeney et al. disclose a method wherein the stored negotiation history is stored at the host system (Sweeney et al.; paragraphs [0071] [0074]).

Regarding claim 49, the obviousness and motivation to combine as discussed with regard to claim 22/23 above are applicable to claim 49 and are herein incorporated by reference.

As per (newly added) claim 50, Sweeney et al. disclose a method wherein the stored negotiation history is stored at the host system (Sweeney et al.; paragraphs [0071] [0074]).

Regarding claim 50, the obviousness and motivation to combine as discussed with regard to claim 37/38 above are applicable to claim 50 and are herein incorporated by reference.

As per (newly added) claim 51, Sweeney et al. disclose a method wherein the interface includes a selectable display object which is linked to the stored negotiation history (Sweeney et al.; paragraphs [0071] [0074]).

Regarding claim 51, the obviousness and motivation to combine as discussed with regard to claim 1 above are applicable to claim 51 and are herein incorporated by reference.

Claim 51 is rejected under 35 U.S.C. 103(a) as being unpatentable over Klaus and Sweeney et al. as applied to claim 1 above, and further in view of Examiner's Official Notice.

As per (newly added) claim 48, Sweeney et al. disclose a stored negotiation history accessible via the user computer (Sweeney et al.; paragraphs [0071] [0074]). Sweeney et al. fail to specifically disclose the use of email and a URL link to the negotiation history.

However, Examiner takes Official Notice that emails contining embedded URL's are well known in the art.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have employed well-known technologies to transmit communications electronically with the motivation of directing an interested party to information pertinent to an ongoing negotiation/transaction.

Response to Amendment/Remarks

Applicant's arguments filed 16 February 2007 have been fully considered by the Examiner and are considered moot in view of newly added grounds of rejection.

In response, all of the limitations which Applicant disputes as missing in the applied references, including the features newly added in the 16 February 2007 amendment, have been fully addressed by the Examiner as either being fully disclosed or obvious in view of the collective teachings of Klaus and Sweeney et al., based on the logic and sound scientific reasoning of one ordinarily skilled in the art at the time of the invention, as detailed in the remarks and explanations given in the preceding sections of the present Office Action.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Robert D. Rines whose telephone number is 571-272-5585. The examiner can normally be reached on 8:30am - 5:00pm Mon-Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

RDR

5/14/07

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